


INVITATION TO BID STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING				BIDS WILL BE PUBLICLY OPENED: <div style="font-size: 1.2em; font-weight: bold;">APR 15, 2010 10:00 AM</div> PURCHASING AGENCY NO. : 107001	
=====> VENDOR NO. : SOLICITATION : 2238984 FILE NO. : R426617 OPENING DATE : 04/15/10 <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 10px;"> <div style="position: absolute; top: 5px; left: 5px;"> =====> VENDOR NAME AND ADDRESS </div> </div> <div style="text-align: center; font-weight: bold; font-size: 1.1em;"> FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID. </div>		<div style="font-weight: bold; font-size: 1.1em;">SEE NO. 8 BELOW. RETURN BID TO</div> <div style="display: flex; justify-content: space-between; font-size: 0.9em;"> 2238984 04/15/10 10:00 AM R426617 </div> <div style="font-size: 0.8em;"> OFFICE OF STATE PURCHASING OFFICE OF STATE PURCHASING POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095 </div> <div style="font-size: 0.8em;"> BUYER : AUGUSTINE JACKSON, CPPB BUYER PHONE : (225) 342-8011 DATE ISSUED : 03/25/10 REQ. AGENCY : 326171 FOLD HERE--> <div style="text-align: center;">DHH-OFFICE OF PUBLIC HEALTH</div> AGENCY REQ. NO. : : ISIS REQ. NO. : 1330750 VENDOR PHONE : : FISCAL YEAR : 11 CLASS/SUBCLASS : 49396 SCHEDULED BEGIN DATE : 00/00/00 SCHEDULED END DATE : 00/00/00 T-NUMBER : : </div>			
DRINKING WATER SAMPLING KITS '11 DHH OFFICE OF PUBLIC HEALTH					
TO BE COMPLETED BY VENDOR					
1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE. 2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER. 3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED. 5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).					
INSTRUCTIONS TO BIDDERS					
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE--> 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____ . 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID. 7. DESIRED DELIVERY: _____ 010DAYS ARO 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE. 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.					
VENDOR PHONE NUMBER: FAX NUMBER:		TITLE		DATE	
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)			NAME OF BIDDER (TYPED OR PRINTED)		

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
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<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE: NA NA NA</p> <p>13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED: A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND; B. BID FILLED OUT IN PENCIL; AND C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.</p> <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES . UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

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<p>21. NEW PRODUCTS.</p> <p>UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS.</p> <p>UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION.</p> <p>THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR.</p> <p>FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY.</p> <p>IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW.</p> <p>ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS.</p> <p>BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION.</p> <p>ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY.</p> <p>CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY.</p> <p>IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY. 			

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<p>1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:</p> <p>BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.</p> <p>BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT: OFFICE OF STATE PURCHASING P O BOX 94095 BATON ROUGE LA 70804-9095</p> <p>BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:</p> <p>OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802</p> <p>BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.</p> <p>BIDDER SHOULD BE AWARE OF SECURITY REQUIREMENTS FOR THE CLAIBORNE BUILDING AND ALLOW TIME TO BE PHOTOGRAPHED AND PRESENTED WITH A TEMPORARY IDENTIFICATION BADGE.</p> <p>BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.</p> <p>***** PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION. *****</p> <p>**ATTENTION:**</p> <p>RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC AT THE FOLLOWING WEB SITE: HTTP://WWWPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.</p> <p>2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.</p> <p>3 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING</p>			

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<p>DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.</p> <p>4 SUBSTITUTES. ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PURCHASING OR DESIGNEE.</p> <p>5 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.</p> <p>6 DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.</p> <p>7 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.</p> <p>8 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.</p> <p>9 VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER MUST SUBMIT WITH THE BID, A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.</p> <p>10 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE,</p>			

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<p>COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>11 ACCEPTANCE. UNLESS OTHERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.</p> <p>12 CANCELLATION THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>13 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$25,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.</p> <p>A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.EPLS.GOV</p> <p>14 CONTRACT PERFORMANCE EVALUATION IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED. AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE, DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING. TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO HTTP://WWW.DOA.LA.GOV/OSP/ONLINEFORMS/SUBMIT/CONTRPERFORMANCE.PDF OR CALL FOR A COPY.</p> <p>AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.</p> <p>15 LABORATORY REQUIREMENTS:</p> <p>(1) ALL PACKAGES ARE TO BE INSIDE DELIVERY TO THE RECEIVING AREA OF THE LABORATORY.</p> <p>(2) IF PRODUCT(S) DELIVERED REQUIRES REFRIGERATION, THE SHIPPED PACKAGE MUST BE CLEARLY MARKED IN A VISIBLE AREA ON THE OUTSIDE OF THE PACKAGE(S).</p> <p>(3) VENDOR MUST MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERIES.</p> <p>(4) THE AGENCY WILL RETURN SHIPMENTS AT THE VENDOR'S EXPENSE IF NOT SHIPPED AS STATED IN THE PURCHASE ORDER.</p> <p>(5) IF APPLICABLE, APPROPRIATE MSDS SHEETS MUST BE PROVIDED AT THE TIME OF DELIVERY.</p>			

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(6) VENDOR MUST SUPPLY TECHNICAL DATA SHEET DESCRIBING THE COMPANY'S QUALITY CONTROL.

(7) EEOC COMPLIANCE. VENDOR MUST ADHERE TO THE MANDATES DICTATED BY TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, THE VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT OF 1973; SECTION 202 OF THE EXECUTIVE ORDER 11246, AS AMENDED; AND THE AMERICANS WITH DISABILITIES ACT OF 1990. VENDOR AGREES TO KEEP INFORMED OF AND COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS, ORDINANCES AND REGULATIONS WHICH AFFECT HIS EMPLOYEES OR PROSPECTIVE EMPLOYEES.

16

EVERY ITEM BID SHOULD HAVE SUFFICIENT INFORMATION ENCLOSED WITH THE BID, IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS. THE ABOVE REQUIREMENTS INCLUDE ITEMS IN WHICH THE BIDDER STATES HE PROPOSES TO FURNISH EXACTLY WHAT IS CALLED FOR IN THE SPECIFICATIONS.

FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.

17

SAMPLE(S) MAY BE REQUIRED. WHEN REQUESTED, SAMPLES MUST BE FURNISHED AT VENDOR'S EXPENSE, AND RECEIVED NOT LATER THAN 10 DAYS AFTER REQUEST. PACKAGES SHOULD BE CLEARLY LABELED WITH THE FILE NUMBER. EACH INDIVIDUAL SAMPLE WITHIN THE PACKAGE MUST BE CLEARLY LABELED WITH BIDDER'S NAME, MANUFACTURER'S BRAND NAME AND NUMBER, FILE NUMBER AND ITEM REFERENCE. SUBMIT ONLY ONE BID PROPOSAL'S SAMPLES PER BOX. SAMPLES OF SUCCESSFUL BIDDER WILL BE RETAINED AT THE PURCHASING OFFICE OR THE USING AGENCY FOR THE PURPOSE OF RECEIVING MERCHANDISE. ANY PART OF MERCHANDISE RECEIVED THAT DOES NOT MEET THE QUALITY STANDARDS AND CONSTRUCTION OF THE SAMPLE WILL BE REJECTED AND RETURNED AT VENDOR'S EXPENSE.

ANY OTHER SAMPLES RECEIVED, IF NOT DESTROYED IN TESTING, MAY BE RETURNED AT THE BIDDER'S EXPENSE. REQUEST FOR RETURN, SHIPPING AUTHORIZATION, AND SUFFICIENT RETURN POSTAGE MUST BE RECEIVED NO LATER THAN 10 DAYS AFTER RECEIPT OF SAMPLES, OR COMMODITIES SHALL BE DISPOSED OF BY THE STATE OF LOUISIANA.

18

PACKAGING AND LABELING: VENDORS ARE ENCOURAGED TO CONSIDER DELIVERY METHODS THAT UTILIZE RECYCLABLE OR REUSABLE PACKAGING MATERIAL AND CONTAINERS, OR THOSE WITH RECYCLED CONTENT.

19

BIDDERS TO PROVIDE INFORMATION AFTER EACH ITEM ON THE CONTRACT PROPOSAL IN THE SPACE(S) PROVIDED. FAILURE TO DO SO MAY ELIMINATE YOUR BID FROM CONSIDERATION.

20

SCOPE OF CONTRACT

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF THE STATE OF LOUISIANA MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED,

SPECIFICATIONS	INVITATION TO BID	
NUMBER : 2238984 OPEN DATE: 04/15/10 TIME: 10:00 AM T-NUMBER :	BIDDER:	PAGE 9
<p>28 **SPECIFICATIONS FOR DRINKING WATER SAMPLING KITS**</p> <p>VENDOR TO PROVIDE DRINKING WATER SAMPLING KITS CONSISTING OF THE FOLLOWING PRECLEANED AND/OR PREPRESERVED SAMPLE COLLECTION BOTTLES AND VIALS AS SPECIFIED BELOW:</p> <p>PRESERVATIVE REAGENTS AND SOLUTIONS TO BE USED IN PREPARING KITS</p> <p>1) SODIUM SULFITE --- GRANULAR, (AR) GRADE OR BETTER 2) SODIUM THIOSULFATE --- GRANULAR, (AR) GRADE OR BETTER 3) MONOCHLOROACETIC ACID BUFFER - PREPARE BY MIXING 156 ML OF 2.5 M MONOCHLOROACETIC ACID (SP.G. 1.125) AND 100 ML OF 2.5 M POTASSIUM ACETATE. 4) ASCORBIC ACID --- (AR) GRADE OR BETTER 5) 6N HYDROCHLORIC ACID --- DILUTE 49.4 MLS OF CONCENTRATED HYDROCHLORIC ACID (SP.G. 1.125) TO 100 ML WITH ORGANICS/METALS FREE WATER IN A VOLUMETRIC FLASK. 6) 10 N SODIUM HYDROXIDE - DISSOLVE 400 GRAMS OF SODIUM HYDROXIDE (AR) IN ORGANICS/METALS FREE WATER AND DILUTE TO 1 LITER. 7) 1+1 NITRIC ACID - DILUTE ONE VOLUME OF NITRIC ACID (AR) WITH ONE VOLUME OF ORGANICS/METALS FREE WATER.</p> <p>EPA METHOD 515.4 (HERBS) - QTY - 6 DESCRIPTION OF CONTAINER: PRE-CLEANED 250 ML AMBER GLASS BOTTLE, TEFLON LINED CAP PRESERVATIVE - 15MG SODIUM SULFITE/BOTTLE QTY -1; DESCRIPTION OF CONTAINER: 250 ML AMBER GLASS BOTTLE, TEFLON LINED CAP CONTAINING ORGANICS/METAL FREE WATER. PRESERVATIVE - 15MG SODIUM SULFITE/BOTTLE</p> <p>EPA METHOD 531.1 (CARBAMATES) - QTY - 12 DESCRIPTION OF CONTAINER: PRE-CLEANED 40 ML AMBER GLASS VIAL WITH CAP AND TEFLON SEPTUM PRESERVATIVE - 1.2 ML MONOCHLOROACETIC ACID BUFFER/VIAL QTY- 1; DESCRIPTION OF CONTAINER: PRE-CLEANED 40 ML AMBER GLASS VIAL WITH CAP AND TEFLON SEPTUM CONTAINING ORGANICS/METAL FREE WATER. PRESERVATIVE - SAME</p> <p>EPA METHOD 547 (GLYPHOSATE) - QTY - 12 DESCRIPTION OF CONTAINER: PRE-CLEANED 40 ML GLASS VIAL WITH CAP AND TEFLON SEPTUM PRESERVATIVE -3 MG SODIUM THIOSULFATE/VIAL QTY- 1; DESCRIPTION OF CONTAINER: PRE-CLEANED 40 ML GLASS VIAL WITH CAP AND TEFLON SEPTUM CONTAINING ORGANICS/METAL FREE WATER. PRESERVATIVE - SAME</p> <p>EPA METHOD 548.1 (ENDOTHALL) - QTY - 6 DESCRIPTION - 250 ML LITER AMBER GLASS BOTTLE, TEFLON LINED CAP PRESERVATIVE - 20 MG SODIUM THIOSULFATE/BOTTLE QTY -1; DESCRIPTION OF CONTAINER: PRE-CLEANED 250 ML AMBER GLASS BOTTLE, TEFLON LINED CAP CONTAINING ORGANICS/METAL FREE WATER. PRESERVATIVE - SAME</p> <p>EPA METHOD 549.2 (DIQUAT) - QTY - 6 DESCRIPTION OF CONTAINER: PRE-CLEANED 1 LITER AMBER HDPE BOTTLE,</p>		

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	<p>TEFLON LINED CAP PRESERVATIVE - 100 MG SODIUM THIOSULFATE/BOTTLE</p> <p>EPA METHOD 525.2 (SEMI-VOLATILES) - QTY - 6 DESCRIPTION OF CONTAINER: 1 LITER AMBER GLASS BOTTLE, TEFLON LINED CAP PRESERVATIVE - 50 MG SODIUM SULFITE/BOTTLE QTY -1; DESCRIPTION OF CONTAINER: PRE-CLEANED 1 LITER AMBER GLASS BOTTLE, TEFLON LINED CAP CONTAINING ORGANICS/METAL FREE WATER. PRESERVATIVE - SAME</p> <p>EPA METHOD 524.2 (VOCS) - QTY - 10 DESCRIPTION OF CONTAINER - 40 ML GLASS VIAL WITH CAP AND TEFLON SEPTUM PRESERVATIVE - 25 MG OF ASCORBIC ACID/VIAL QTY - 2; DESC. OF CONTAINER -FIELD BLANK 40 ML GLASS VIAL WITH CAP AND TEFLON SEPTUM CONTAINING ORGANICS/METALS FREE WATER. PRESERVATIVE -25 MG OF ASCORBIC ACID PLUS 2 DROPS OF 1+1 HCl</p> <p>EPA METHOD 504.1 (EDBS) - QTY - 12 DESCRIPTION OF CONTAINER - 40 ML GLASS VIAL WITH CAP AND TEFLON SEPTUM PRESERVATIVE - 3 MG OF SODIUM THIOSULFATE/VIAL QTY - 2; DESC. OF CONTAINER -FIELD BLANK 40 ML GLASS VIAL WITH CAP AND TEFLON SEPTUM CONTAINING ORGANICS/METALS FREE WATER. PRESERVATIVE -SAME</p> <p>EPA METHOD 505 (PEST/PCBS) - QTY - 12 DESCRIPTION OF CONTAINER - 40 ML GLASS VIAL WITH CAP AND TEFLON SEPTUM PRESERVATIVE - 3 MG OF SODIUM THIOSULFATE/VIAL QTY - 2; DESC. OF CONTAINER -FIELD BLANK 40 ML GLASS VIAL WITH CAP AND TEFLON SEPTUM CONTAINING ORGANICS/METALS FREE WATER. PRESERVATIVE -SAME</p> <p>KIT WILL ALSO INCLUDE THE FOLLOWING:</p> <p>EPA METHOD: SANITARY CHEMICALS - QTY 5 DESCRIPTION OF CONTAINER: 250 ML PLASTIC BOTTLE WITH CAP PRESERVATIVE: NONE</p> <p>EPA METHOD: METALS - QTY 5 DESCRIPTION OF CONTAINER: 1 LITER PLASTIC BOTTLE WITH CAP PRESERVATIVE: 4 ML 1+1 NITRIC ACID/BOTTLE</p> <p>EPA METHOD: NITRATES - QTY 5 DESCRIPTION OF CONTAINER: 250 ML PLASTIC BOTTLE WITH CAP PRESERVATIVE: 1 ML 1+1 SULFURIC ACID/BOTTLE</p> <p>EPA METHOD: CYANIDE - QTY 5 DESCRIPTION OF CONTAINER: 250 ML PLASTIC BOTTLE WITH CAP PRESERVATIVE: 1 ML 10 N SODIUM HYDROXIDE/BOTTLE</p> <p>EPA METHOD: RADIOLOGICAL - QTY 5 DESCRIPTION OF CONTAINER: 1 LITER PLASTIC BOTTLE WITH CAP PRESERVATIVE: 4 ML 1+1 NITRIC ACID/BOTTLE</p> <p>VENDOR MUST USE COLOR CODING SYSTEM OF LABELING TO DISTINGUISH THE VARIOUS TYPES OF CONTAINERS</p>	

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<p> _____ _____ _____ </p> <p> <i>VENDOR MUST PROVIDE DROP SHIPMENT OF COMPLETE SAMPLING KITS TO THE APPROPRIATE REGION WITHIN THE STATE OF LOUISIANA UPON REQUEST OF THE LAB WITH TWO DAYS PRIOR NOTICE OF SHIPMENT.</i> </p> <p> <i>NOTE: DO NOT SHIP WITHOUT PRIOR NOTICE</i> <i>VENDOR MUST PROVIDE COMPLETE DOCUMENTATION OF THE CLEANING AND PREPRESERVING PROCESS FOR ALL PRECLEANED AND PRESERVED CONTAINERS.</i> </p> <p> <i>AGENCY WILL RETURN PRODUCT AT VENDOR'S EXPENSE IF NOT SHIPPED ACCORDING TO SHEDULE SPECIFIED.</i> </p> <p> <i>INSIDE DELVIERY TO THE RECEIVING AREA OF REGION OFFICE.</i> </p> <p> <i>REFRIGERATION REQUIREMENTS MUST BE CLEARLY MARKED ON THE OUTSIDE OF THE SHIPPING CONTAINER.</i> </p> <p> <i>MSDS SHEETS MUST BE SENT TO THE SHIPPING ADDRESS WITH THE PRODUCT ON ANY HAZADOUS MATERIALS DELIVERED TO THE LAB.</i> </p> <hr/> <p> <i>LIST OF LOCATIONS AS FOLLOWS:</i> </p> <p> <i>SAFE DRINKING WATER PROGRAM</i> <i>METRO REGIONAL OFFICE</i> <i>1010 COMMON ST STE 700</i> <i>NEW ORLEANS, LA 70113</i> </p> <p> <i>SAFE DRINKING WATER PROGRAM</i> <i>CAPITOL REGIONAL OFFICE</i> <i>7173 A FLORIDA BLVD</i> <i>BATON ROUGE, LA 70806</i> </p> <p> <i>SAFE DRINKING WATER PROGRAM</i> <i>ACADIAN REGIONAL OFFICE</i> <i>BRANDYWINE III SUITE 100</i> <i>825 KALISTE SALOOM ROAD</i> <i>LAFAYETTE, LA 70508</i> </p> <p> <i>SAFE DRINKING WATER PROGRAM</i> <i>SOUTHWEST REGION OFFICE</i> <i>707 A EAST PRIEN LAKE ROAD</i> <i>LAKE CHARLES, LA 70601</i> </p> <p> <i>SAFE DRINKING WATER PROGRAM</i> <i>CENTRAL REGIONAL OFFICE</i> <i>5604-B COLISEUM BLVD.</i> <i>ALEXANDRIA, LA 71303</i> </p> <p> <i>SAFE DRINKING WATER PROGRAM</i> <i>NORTHWEST REGIONAL OFFICE</i> <i>1525 FAIRFIELD AVENUE ROOM 569</i> <i>SHREVEPORT, LA 71101-4388</i> </p> <p> <i>SAFE DRINKING WATER PROGRAM</i> <i>NORTHEAST REGIONAL OFFICE</i> </p>			

PRICE SHEET		INVITATION TO BID			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00001	<p>UNLESS SPECIFIED ELSEWHERE SHIP TO: DHH-OFFICE OF PUBLIC HEALTH CENTRAL LAB-CHEMISTRY 1ST FLOOR ROOM 158 3101 WEST NAPOLEON AVENUE METAIRIE , LA 70001</p> <p>COMMODITY CODE: 493-96-000000</p> <p>ANNUAL CONTRACT EFFECTIVE JULY 1, 2010 FOR DRINKING WATER SAMPLING KITS IN ACCORDANCE WITH SPECIFICATIONS, TERMS AND CONDITIONS SET FORTH HEREIN.</p> <p>DELIVERIES TO BE MADE TO THE LOCATIONS LISTED ONLY AS CALLED FOR BY THE AGENCY</p> <p>DRINKING WATER SAMPLING KIT AS SPECIFIED</p> <p>SCIENTIFIC SPECIALTIES #LADWSK-1; LANG'S #SLA4032 OR APPROVED EQUAL AS SPECIFIED</p> <p>**SEE SPECIFICATIONS BEGINNING AT PAGE 9 OF THIS INVITATION TO BID.</p> <p>SPECIFY BRAND (& NUMBER IF APPLICABLE)</p>	400	EACH		
00002	REQUISITION LINE CANCELLED				